

**BEFORE THE
DEPARTMENT OF CONSUMER AFFAIRS
FOR THE CEMETERY AND FUNERAL BUREAU
STATE OF CALIFORNIA**

In the Matter of the Statement of Issues and
Accusation Against

INLAND MEMORIAL, INC.
2050 W. Key Street
Colton, CA 92324

Application for Assignment of Funeral
Establishment License No. FD 1687,

and

RICHARD JONGORDON
Funeral Director License No. 1338

Respondents.

Case Nos. A1 2009 324 and A1 2009 164

OAH No. 2010120864

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Director of Consumer Affairs and the Cemetery and Funeral Bureau as the Decision and Order in the above entitled matter.

This Decision shall become effective November 5, 2011.

IT IS SO ORDERED OCT 05 2011.


DOREATHEA JOHNSON
Deputy Director, Legal Affairs
Department of Consumer Affairs

1 KAMALA D. HARRIS
Attorney General of California
2 KAREN B. CHAPPELLE
Supervising Deputy Attorney General
3 RENE JUDKIEWICZ
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Attorneys for Complainant
7

8 **BEFORE THE**
9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **FOR THE CEMETERY AND FUNERAL BUREAU**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Statement of Issues and
Accusation Against:

13 **INLAND MEMORIAL, INC.**
14 **2050 W. Key Street**
Colton, CA 9232

15 **Application for Assignment of**
Funeral Establishment License No. FD 1687,

16 **and**

17 **RICHARD JONGORDON**
18 **Funeral Director License No. FDR 1338**

19 Respondents.
20

Case Nos. A1 2009 324 and A1 2009 164

OAH No. 2010120864

21 **STIPULATED SETTLEMENT AND**
22 **DISCIPLINARY ORDER**

23 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
entitled proceedings that the following matters are true:

24 **PARTIES**

25 1. Bev Augustine (Complainant) is the Bureau Chief of the Cemetery and Funeral
26 Bureau (Bureau), Department of Consumer Affairs. She brought this action solely in her official
27 capacity and is represented in this matter by Kamala D. Harris, Attorney General of the State of
28 California, by Rene Judkiewicz, Deputy Attorney General.

2. Respondents Inland Memorial, Inc. and Richard Jongordon (Respondents) are represented in this proceeding by attorney Mr. Todd J. Bloomfield, whose address is: Rice & Bloomfield, LLP, 5550 Topanga Canyon Boulevard, Suite 200, Woodland Hills, CA 91367-6478.

3. On or about January 25, 2000, the Bureau issued Funeral Establishment License No. FD 1687 to Respondent Inland Memorial, Inc. The Funeral Establishment License was in full force and effect at all times relevant to the charges brought in Statement of Issues and Accusation Nos. A1 2009 324 and A1 2009 164, and in First Amended Statement of Issues and Accusation, and will expire on January 31, 2012, unless renewed.

4. On or about June 11, 1998, the Bureau issued Funeral Director License No. FDR 1338 to Respondent Richard Jongordon. The Funeral Director License was in full force and effect at all times relevant to the charges brought in Statement of Issues and Accusation No. A1 2009 324 and A1 2009 164, and in First Amended Statement of Issues and Accusation, and will expire on June 30, 2012, unless renewed.

JURISDICTION

5. The combined initial pleading, Statement of Issues and Accusation Nos. A1 2009 324 and A1 2009 164, and the First Amended Statement of Issues and Accusation Nos. A1 2009 324 and A1 2009 164, were filed before the Director of Consumer Affairs, for the Bureau, and the First Amended Statement of Issues and Accusation is currently pending against Respondents. The Statement of Issues and Accusation and all other statutorily required documents were properly served on Respondents on April 23, 2010, and the First Amended Statement of Issues and Accusation was properly served on Respondents on June 28, 2011. Respondents timely filed their Notice of Defense contesting the Statement of Issues and Accusation. A copy of the First Amended Statement of Issues and Accusation Nos. A1 2009 324 and A1 2009 164 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

6. Respondents have carefully read, fully discussed with counsel, and understand the charges and allegations in First Amended Statement of Issues and Accusation Nos. A1 2009 324

1 and A1 2009 164. Respondents have also carefully read, fully discussed with counsel, and
2 understand the effects of this Stipulated Settlement and Disciplinary Order.

3 7. Respondents are fully aware of their legal rights in this matter, including the right to a
4 hearing on the charges and allegations in the First Amended Statement of Issues and Accusation;
5 the right to be represented by counsel at their own expense; the right to confront and cross-
6 examine the witnesses against them; the right to present evidence and to testify on their own
7 behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the
8 production of documents; the right to reconsideration and court review of an adverse decision;
9 and all other rights accorded by the California Administrative Procedure Act and other applicable
10 laws.

11 8. Respondents voluntarily, knowingly, and intelligently waive and give up each and
12 every right set forth above.

13 CULPABILITY

14 9. Respondents admit the truth of each and every charge and allegation in First
15 Amended Statement of Issues and Accusation Nos. A1 2009 324 and A1 2009 164.

16 10. Respondents agree that their Funeral Establishment License and Funeral Director
17 License are subject to discipline, and they agree to be bound by the probationary terms of the
18 Director of Consumer Affairs as set forth in the Disciplinary Order below.

19 CONTINGENCY

20 11. This stipulation shall be subject to approval by the Director of Consumer Affairs
21 (Director) or his designee. Respondents understand and agree that counsel for Complainant and
22 the Bureau staff may communicate directly with the Director and staff of the Department of
23 Consumer Affairs regarding this stipulation and settlement, without notice to or participation by
24 Respondents or their counsel. By signing the stipulation, Respondents understand and agree that
25 they may not withdraw their agreement or seek to rescind the stipulation prior to the time the
26 Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision
27 and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except
28

for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

12. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

14. In consideration of the foregoing admissions and stipulations, the parties agree that the Director may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Respondent Inland Memorial's application for assignment of funeral establishment license ^{is granted.} ~~will be denied. The denial will be stayed, and Respondent Inland Memorial's funeral establishment license will be granted. Respondent Inland Memorial's funeral establishment license and Respondent Jongordon's funeral director license will be placed on five (5) years' probation on the following terms and conditions.~~

1. Compliance with Funeral Preneed Trust Reporting Requirements. Within 120 days of the effective date of the Director's Decision, Respondents shall file all outstanding preneed funeral trust fund reports, and explain and respond to all outstanding discrepancies cited by the Bureau, so that Respondents will be compliant with all applicable laws and regulations governing the assignment application and preneed funeral trust fund reports.

2. Obey All Laws. Respondents shall comply with all conditions of probation, and obey all federal, state and local laws, and all rules and regulations governing the programs regulated by the Bureau.

1 3. **Quarterly Reports.** Respondents shall submit quarterly declarations under penalty
2 of perjury, in a format designated by the Bureau, stating whether or not Respondents have been in
3 compliance with all the conditions of probation. Respondents shall also submit such additional
4 written reports and verifications of actions requested by the Bureau. Should the final probation
5 report not be made as directed, the period of probation shall be extended until such time as the
6 final report is made.

7 4. **Interview with Bureau Representative.** As necessary, an authorized representative
8 of Respondent Inland Memorial and Respondent Jongordon shall appear in person for scheduled
9 interviews with the Bureau Chief or other designated representative for the purpose of monitoring
10 compliance with the terms of this decision.

11 5. **Out-of-State Residence or Operation.** Should Respondent Jongordon leave
12 California to reside or operate outside this state, Respondent Jongordon must notify the Bureau in
13 writing of the dates of departure and return. Reporting in person may be waived if the
14 Respondent moves out of the state. However, Respondent shall continue compliance with other
15 terms of probation to retain California licensure. Periods of residency, business operation or
16 employment outside California shall not reduce the probationary period.

17 6. **Completion of Probation.** Upon successful completion of probation, Respondents'
18 licenses will be fully restored.

19 7. **Violation of Probation.** Should Respondents violate probation in any respect, the
20 Director of the Department of Consumer Affairs, after giving Respondent notice and an
21 opportunity to be heard, may revoke probation and carry out the disciplinary order which was
22 stayed. If an Accusation or Petition to Revoke Probation is filed against Respondents during
23 probation, the Bureau shall have continuing jurisdiction until the matter is final, and the probation
24 shall be extended until the matter is final.

25 8. **License Issued During Probation.** Any licenses or registrations issued to
26 Respondents by the Bureau during the period of probation shall be issued as a probationary
27 license or registration, and is subject to all the terms and conditions set forth herein. Respondents
28 must comply with terms and conditions herein and demonstrate no cause for disciplinary action or

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denial of an application.

9. **Cost Recovery.** Respondents shall pay most of the Bureau's actual and reasonable costs of investigation and enforcement of this matter in the amount of \$10,000.00. Said amount shall be paid pursuant to a payment plan approved by the Bureau. Probation shall not terminate until full payment has been made. Respondents' licenses shall not be renewed until the cost recovery has been paid in full or Respondents are otherwise in compliance with an installment payment plan over a 48-month period approved by the Bureau.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Mr. Todd J. Bloomfield. I understand the stipulation and the effect it will have on Respondent Inland Memorial's Funeral Establishment License and my Funeral Director License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree that I and Inland Memorial are to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED:

7-14-2011

Richard Jongordon



INLAND MEMORIAL, INC.


RICHARD JONGORDON

Respondents

I have read and fully discussed with Respondents Inland Memorial and Richard Jongordon the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED:

7/18/11



Mr. Todd J. Bloomfield
Attorney for Respondents

1 ENDORSEMENT

2 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
3 submitted for consideration by the Director of Consumer Affairs.

4 Dated: July 18, 2011

5 Respectfully submitted,

6 KAMALA D. HARRIS
7 Attorney General of California
8 KAREN B. CHAPPELLE
9 Supervising Deputy Attorney General

10 

11 RENE JUDKIEWICZ
12 Deputy Attorney General
13 *Attorneys for Complainant*

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Exhibit A

First Amended Statement of Issues and Accusation No. A1 2009 324 and A1 2009 164

1 EDMUND G. BROWN JR.
Attorney General of California
2 KAREN B. CHAPPELLE
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8 **BEFORE THE**
9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **FOR THE CEMETERY AND FUNERAL BUREAU**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Statement of Issues and
Accusation Against:

Case Nos. A1 2009 324 and A1 2009 164

13 **INLAND MEMORIAL, INC.**
2050 W. Key Street
Colton, CA 92324
14 **Application for Assignment of Funeral**
Establishment License No. FD 1687

**FIRST AMENDED STATEMENT OF
ISSUES and ACCUSATION**

15 **and**

16 **RICHARD JONGORDON, FDR License**
17 **1338,**

18 Respondents.

19
20 Complainant alleges:

21 **PARTIES**

22 1. Bev Augustine (Complainant) brings this First Amended Statement of Issues and
23 Accusation solely in her official capacity as the Bureau Chief of the Cemetery and Funeral
24 Bureau (Bureau), Department of Consumer Affairs.

25 2. On or about January 25, 2000, the Bureau issued Funeral Establishment License No.
26 FD 1687 to Inland Memorial, Inc. (Respondent Inland). Said license is to expire on January 31,
27 2012, unless renewed.
28

3. On or about June 11, 1998, the Bureau issued Funeral Director License No. FDR 1338 to Richard Jongordon (Respondent Jongordon). Said license is to expire on June 30, 2012, unless renewed.

4. On or about August 24, 2004, the Bureau received an Application for Assignment of Funeral Establishment License from Beth Murray. The application named Respondent Inland as the subject funeral establishment. Respondent Jongordon, Murray and Ella M. Reals were named as the assignees/buyers, and Mark and Karyn Durbin were named as the assignors/sellers. The application states that the effective date of the transaction is September 1, 2004.

5. On or about December 6, 2004, the Bureau wrote a letter pointing out the application's deficiencies and requesting a response from Murray by January 7, 2005.¹ After receiving a response from Murray, the Bureau wrote a second letter dated January 19, 2005, in which the Bureau pointed out the remaining deficiencies and requested a response from Murray by February 21, 2005. In a letter dated March 9, 2005, the Bureau identified issues it found, including discrepancies in the beginning and ending balances reported on the pre-need funeral trust summary for 2002 and 2004, and requested Murray to respond and/or take corrective actions by April 11, 2005. The Bureau did not receive a response to its March 9, 2005 letter. In a letter dated November 8, 2005, the Bureau discussed its review of a revised Preneed Trust Summary and a revised audit report, and requested Murray to respond and/or take corrective actions by December 8, 2005. The Bureau did not receive a response to its November 8, 2005 letter. Although failure to provide any requested information results in the application being considered incomplete and although incomplete applications are subject to abandonment one year from the date the applicant is notified of deficiencies, on or about September 3, 2009, the Bureau notified Murray in writing that it denied the application for assignment of Funeral Establishment License No. FD 1687 on the ground that neither the assignors nor assignees submitted the audit report required by Business and Professions Code section 7630.

///

¹ The Bureau's letter asked for a response "by January 7, 2004."

JURISDICTION

6. This pleading, comprised of the Statement of Issues and Accusation, is brought before the Director of Consumer Affairs (Director) for the Bureau, under the authority of the following laws. All section references are to the Business and Professions Code unless otherwise indicated.

7. Section 118, subdivision (b) of the Code provides that the suspension/expiration/surrender/cancellation of a license shall not deprive the Director of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated.

STATUTORY AND REGULATORY PROVISIONS

8. Section 475 of the Code states, in pertinent part:

“(a) Notwithstanding any other provisions of this code, the provisions of this division shall govern the denial of licenses on the grounds of:

....

“(4) Commission of any act which, if done by a licentiate of the business or profession in question, would be grounds for suspension or revocation of license.”

9. Section 480 states, in pertinent part:

“(a) A board may deny a license regulated by this code on the grounds that the applicant has one of the following:

....

“(3) Done any act which if done by a licentiate of the business or profession in question, would be grounds for suspension or revocation of license.

“The board may deny a license pursuant to this subdivision only if the . . . act is substantially related to the qualifications, functions or duties of the business or profession for which application is made.”

10. Section 7630 of the Code states, in pertinent part:

“A funeral establishment’s license may be assigned . . . upon submission of an audit report prepared and signed by an independent certified public accountant or public accountant currently licensed in this state. The audit report shall include an unqualified opinion on the accuracy of the

1 trust fund balances and a report of compliance with the provisions of this article and Article 9
2 (commencing with Section 7735). . . .”

3 11. Section 7685 of the Code states, in pertinent part:

4 “(a) Every funeral director shall provide to any person, upon beginning discussion of prices
5 or of the funeral goods and services offered, a written or printed list containing, but not
6 necessarily limited to, the price for professional services offered, which may include the funeral
7 director's services, the preparation of the body, the use of facilities, and the use of automotive
8 equipment. All services included in this price or prices shall be enumerated.”

9 12. Section 7686 of the Code states, in pertinent part, that the Bureau “may suspend or
10 revoke licenses, after proper notice and hearing to the licensee, if the licensee has been found
11 guilty by the bureau of any of the acts or omissions constituting grounds for disciplinary action.”

12 13. Section 7707 of the Code states, in pertinent part: “Gross negligence, gross
13 incompetence or unprofessional conduct in the practice of funeral directing . . . constitutes a
14 ground for disciplinary action.”

15 14. Section 7735 of the Code states, in pertinent part:

16 “No funeral establishment licensed under the laws of the State of California, or the agents
17 or employees of a funeral establishment, shall enter into or solicit any preneed arrangement,
18 contract, or plan, hereinafter referred to as ‘contract,’ requiring the payment to the licensee of
19 money . . . to pay for the final disposition of human remains or for funeral services or for the
20 furnishing of personal property or funeral merchandise, wherein the use or delivery of those
21 services, property or merchandise is not immediately required, unless the contract requires that all
22 money paid directly or indirectly . . . shall be held in trust for the purpose for which it was paid or
23 delivered until the contract is fulfilled according to its terms

24 “None of the corpus of the trust shall be used for payment of any commission”

25 15. Section 7736 of the Code states:

26 “For the purposes of this article the term ‘trustee’ shall mean any banking institution or
27 trust company legally authorized and empowered by the State of California to act as trustee in the
28 handling of trust funds or not less than three persons one of whom may be an employee of the

1 funeral establishment; the word 'trustor' shall mean any person who pays the money or deposits
2 the securities used for those preneed arrangements; the term 'beneficiary' shall be the person for
3 whom the funeral services are arranged; the words 'corpus of the trust' shall include all moneys
4 paid and securities delivered by the trustor pursuant to the provisions of the article."

5 16. Section 7737 of the Code states, in pertinent part:

6 "All . . . money received from the trustor for deposit in trust shall be placed in trust with a
7 trustee within 30 days of their receipt by the funeral establishment pursuant to a trust agreement
8 executed by the funeral establishment, the trustor and trustee which shall provide that the trustee
9 shall hold the money . . . in trust for the purposes for which deposited and that the trustee, upon
10 the signature of a majority of such trustees, shall deliver the corpus of the trust to the funeral
11 establishment upon the filing of a certified copy of the death certificate or other satisfactory
12 evidence of the death of the beneficiary, together with satisfactory evidence that the funeral
13 establishment has furnished the merchandise and services"

14 17. Section 7737.5 of the Code states: "A trustee may deposit the corpus of the trust in
15 any financial institution insured by the Federal Deposit Insurance Corporation."

16 18. Section 7737.7 of the Code states: "A trustee may deposit the corpus of the trust in
17 any credit union which is insured by the National Credit Union Share Insurance Fund."

18 19. Section 7741 of the Code states: "Nothing in this article shall apply to cemetery
19 property; cemetery commodities; cemetery service; or merchandise that is delivered as soon as
20 paid for."

21 20. Section 1262 of title 16 of the California Code of Regulations states:

22 "(a) Delivery of merchandise within the meaning of Business and Professions Code Section
23 7741 shall mean actual personal delivery to a purchaser, trustor or beneficiary of funeral
24 merchandise that is used or is intended to be used in connection with a preneed arrangement or
25 any agreement collateral thereto. Any payment or payments received for funeral merchandise,
26 where actual personal delivery of that merchandise will be delayed, shall be held in a trust as
27 provided in Business and Professions Code, Division 3, Chapter 12, Article 9, until that
28

merchandise is actually and personally delivered to, and is in the immediate possession of, the purchaser.

“(b) Neither the delivery of a warehouse receipt, nor any other form of constructive delivery shall constitute delivery of funeral merchandise within the meaning of Section 7741.

“(c) Funeral merchandise includes, but is not limited to, caskets, alternative containers, . . . printed materials and any other merchandise usually sold by a funeral establishment for use in connection with the funeral or preparation for disposition of human remains.”

COST RECOVERY

21. Code section 125.3 authorizes the award of reasonable costs of investigation and prosecution of the case where violations have been found.

CAUSE FOR DENIAL OF APPLICATION

(Failure to Submit Audit Report)

22. Respondent Inland Memorial's application is subject to denial under Code sections 475, subdivision (a)(4), 480, subdivision (a)(3) and 7686 in that neither the assignors nor assignees have submitted an annual audit report for 2005 and afterward, in violation of Code section 7630. Complainant refers to, and by this reference incorporates, the allegations set forth above in paragraphs 4 and 5 as though fully set forth.

FIRST CAUSE FOR DISCIPLINE

(Failure to Hold Pre-Need Payments in Trust)

23. Respondents Inland Memorial and Jongordon are subject to discipline under Code sections 7686 and 7735 in that they failed to hold payments from pre-need cremation services contracts in a trust pursuant to Code section 7736, and either Code section 7737.5 or 7737.7. The circumstances are as follows:

a. In 2004, Respondent Jongordon became the owner and general manager of Respondent Inland Memorial. After Respondent Jongordon in February 2009 met with business associate Buck Kampausen, the owner of Evergreen Cemetery Association (Evergreen), a privately owned cemetery in Oakland, California, Inland Memorial agreed to a service contract wherein Evergreen holds pre-need cremation funds in a trust and Inland services the contract

1 when the beneficiary becomes at-need. Under the service agreement, Respondent Memorial
2 agreed to "[e]mploy sales staff and independent sales contractors to sell Evergreen Pre-Need
3 Contracts." Evergreen agreed to "[c]ollect Pre-Need Trust funds and place into Special Care
4 Trust. . . . Upon death of Beneficiary, issue payment from the Special Care Trust to Inland
5 Memorial in order to compensate for cremation service." Evergreen further agreed to "[i]ssue
6 payment for all Pre-Need Sales contracts procured by Inland Memorial to relevant sales personnel
7 and affiliates" Prior to October 2009, Evergreen had no ownership interest in Respondent
8 Inland Memorial.

9 SECOND CAUSE FOR DISCIPLINE

10 (Improper Payment of Commissions)

11 24. Respondents Inland Memorial and Jongordon are subject to discipline under Code
12 sections 7686 and 7735 in that they violated the prohibition of using the corpus of the trust for
13 payment of commissions for sales of pre-need contracts. The circumstances are as follows:

14 a. As of February 2009, after the service agreement between Respondent Inland
15 Memorial and Evergreen went into effect, Kamphausen and/or Evergreen paid sales commissions
16 to one of Respondent Jongordon's cemetery sales persons, Matthew Monaghan, for selling pre-
17 need contracts, and Monaghan sent to Kamphausen the money collected from pre-need
18 contracting consumers, whose checks were made out to Respondent Inland Memorial. When
19 proceeds from a pre-need contract were received, Respondent Jongordon received \$300,
20 Kamphausen received \$300, and Kamphausen's assistant, Dana Hanson, and the salesperson each
21 received \$75 to \$100 for the sales commission.

22 THIRD CAUSE FOR DISCIPLINE

23 (Improper Taking Out of Pre-Need Trust Account Funds)

24 25. Respondent Jongordon is subject to discipline under Code sections 7686 and 7735 in
25 that he has withdrawn money from a CitiBusiness holding bank account for Respondent Inland
26 Memorial. The circumstances are as follows.

27 a. On or about September 12, 2008, Respondent Jongordon withdrew a total of \$15,000
28 from the bank account.

1 b. On or about November 19, 2008, Respondent Jongordon withdrew a total of \$6,700
2 from the bank account.

3 c. On or about August 26, 2009, after Bureau Field Representative Daniel Redmond,
4 began his investigation of Respondents, the \$21,700 was returned to the CitiBusiness bank
5 account.

6 FOURTH CAUSE FOR DISCIPLINE

7 (Failure to Provide Containers or Constructive Delivery Thereof)

8 26. Respondents Inland Memorial and Jongordon are subject to discipline under Code
9 section 7686 and section 1262 of title 16 of the California Code of Regulations in that they have
10 not provided the cremation containers to the consumers who entered pre-need contracts.

11 FIFTH CAUSE FOR DISCIPLINE

12 (Gross Negligence, Gross Incompetence or Unprofessional Conduct)

13 27. Respondent Jongordon is subject to discipline under Code section 7707 in that he has
14 engaged in gross negligence, gross incompetence or unprofessional conduct. Complainant refers
15 to and by this reference incorporates the allegations set forth in paragraphs 25 through 28
16 inclusive, above, as though set forth fully.

17
18 PRAYER

19 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
20 and that following the hearing, the Director of Consumer Affairs issue a decision:

21 1. Denying the application of Respondent Inland Memorial for assignment of Funeral
22 Establishment License No. FD 1687;

23 2. Revoking or suspending Respondent Inland's Funeral Establishment License No. FD
24 1687;

25 3. Revoking or suspending Respondent Jongordon's Funeral Director License No. FDR
26 1338;

27 4. Awarding reasonable costs pursuant to Code section 125.3; and

28 ///

1 5. Taking such other and further action as deemed necessary and proper.

2
3 DATED: _____

6/15/11

Bev Augustine

BEV AUGUSTINE

Bureau Chief

Cemetery and Funeral Bureau

Department of Consumer Affairs

State of California

Complainant

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